

“Volkswagen Kombi Rally 2022” Promotion Terms and Conditions

- 1 Information on how to enter form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2 Subject to clause 3, entry is only open to Australian residents who own a Volkswagen Kombi (“**Vehicle**”). The entrant must be able to attend the Volkswagen Kombi Rally (“**the Rally**”) at Cronulla Beach, New South Wales with their Vehicle on S 22 October 2022 from 7:00 am to 4:00 pm as determined by the Promotor.
- 3 Employees (and their immediate families) of the Promoters and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 4 Promotion commences at 3pm AEST on 15 August 2022 and ends at 11:59pm AEST on 4 September 2022 (“**Promotional Period**”).
- 5 To enter, individuals must during the Promotional Period, visit this URL - <https://vwcommercialvehicles.wufoo.com/forms/z14to3fn1pqwipd/>
- 6 and undertake the following steps:
 - (a) follow the prompts to the promotion entry page;
 - (b) input the requested contact details, including (but not limited to) full name, phone number, email address, Volkswagen Kombi model, photo of their Vehicle for the purposes of the Rally;
 - (c) answer the following question: “Tell us in 35 words or less the history of your Kombi and why you want to participate in the Kombi Rally” (“**the Question**”);
 - (d) submit the fully completed entry form
- 7 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in their absolute discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoters’ discretion. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoters’ legal rights to recover damages or other compensation from such an offender are reserved.
- 8 Incomplete or indecipherable entries will be deemed invalid.
- 9 Only one (1) entry permitted per person.
- 10 The best sixteen (16) valid entries, as determined by the judges, will each win that entrant (“**Participant**”) an opportunity to participate in the Rally.
- 11 In order to participate in the Rally, each winning Participant and their companion will receive:
 - (a) entry to the Rally; and

- (b) meals and water inclusive on the day.
- 12 The individual prize value for the Rally is valued at \$70, with a total prize pool of \$2,100 inclusive of GST.

Additional Terms:

- 13 Participants will need to collect provide proof of registration and insurance details prior to the Rally. Vehicles without registration or insurance will not be eligible to participate in the Rally.
- 14 Participants and their Vehicle must meet at Green Hills, North Cronulla (**"Meeting Point"**) to register by 5am. The Rally commences at 7:00am, whereby Vehicles will stationed and on display between 7:30am – 3:30pm.
- 15 Any Vehicle with a fitted commercial business are prohibited from trading at the Rally.
- 16 Participants agree to comply with all signs, instructions and directions issued by the Promotor (including its contractors, sponsors or agents) and NSW Police. All instructions and directions, whether communicated by the Promotor (including its contractors, sponsors or agents) and NSW Police must be strictly adhered to at all times. This includes anything that has been considered unacceptable, unsafe or reduces the comfort or the Rally experience generally, for other persons including but not limited to directions to comply with COVID safety measures.
- 17 The Rally is held on public roads and therefore subject to local, state and federal motor legislation. Drivers are expected to follow all instructions, drive at walking pace and to obey any road rules at all times, where instructed, specifically at starting and finishing points.
- 18 Viewing and participation of the Rally and associated motor sport activities can be dangerous and may result in injury. Participants enter at their own risk. Use of the Vehicle and any personal items within, are at the Participants own risk and owners assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises during the Rally. The Promotor will not be held responsible for any damage to, loss or theft of a Participants Vehicles or personal property. To the extent permitted by law, Participants release the Promotor (including its contractors and agents and their directors, officers, employees, consultants, contractors, agents, sponsors and volunteers), from any liability for any damages, loss, liability or injury they may suffer or incur, relating to or arising out of your attendance or participation within the Rally, however caused, including without limitation due to any negligence or other act or omission.
- 19 As a condition of accepting the Prize, the winner (and his/her companions) must complete and sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 20 This is a game of skill; chance plays no part in determining the winners. Each entry will be individually judged based on the originality and creative merit of the response provided. The judges reserve the right to select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
- 21 The judging will take place at Volkswagen Group Australia, 895 South Dowling Street, Zetland on 9 September 2022 at 3:00pm AEST. The prize(s) will be awarded to the valid entrant or entrants (as applicable) which best meet the Judging Criteria, as determined by the judges, in accordance with the prize details. Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party

rights will be invalid. The judges reserve the right to select additional reserve entries, which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

- 22 The winners will be notified by email within ten (10) business days of the draw. The Promoters' decisions are final and no correspondence will be entered into.
- 23 All entries and materials submitted to the Promoter in connection with this promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each entrant warrants that it has the right to transfer these things to the Promoter. Each entry must be the entrant's original work. By entering this competition entrants:
 - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes; and
 - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- 24 If for any reason a winner does not take a prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) may be forfeited at the Promoter's absolute discretion.
- 25 If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
- 26 The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 27 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 28 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 29 Participants acknowledge that there may be inherent risks in some aspects of the competition, including without limitation any Challenge involved in this promotion, or the prize and that participation in the promotion and/or using the prize may involve participating in dangerous activities. By entering this competition and/or accepting the prize, Participants accept that risk.
- 30 If requested by the Promoter, any participant or winner (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this promotion and/or providing the prize prior to undertaking any specified activities forming part of the promotion or prize. If any participant, winner or nominated companion do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant Participant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Promoter reserves the right to determine a new winner in accordance with paragraph 18 or (as applicable).

- 31 The Promoter may in its absolute discretion prohibit an entrant's participation in this competition, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- 32 Entrants must, at the Promoters request, participate in all promotional activity (such as publicity and photography) surrounding this competition or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this competition, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.
- 33 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 34 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 35 The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policies, which can be viewed at: <https://www.volkswagen.com.au/en/privacy-policy.html>. In addition to any use that may be outlined in the Promoters Privacy Policies, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policies of the Promoter also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

- 36 Where the competition is communicated on Facebook, entrants and participants in the competition acknowledge that the competition is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the competition release Facebook and its associated companies from all liability arising from the competition. Entrants provide their information to the Promoter and not to Facebook.
- 37 The Promoter is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of 895 South Dowling Street Zetland NSW 2017. Telephone: 02 9695 6000.
- 38 If any dispute arises between an Entrant and the Promoter concerning these Terms and Conditions, the conduct or results of this promotion, or any other matter relating to this promotion, the Promoter will take reasonable steps to consider the entrant's point of view, take into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. The decision of the Promoter will be final and binding and no correspondence or discussion will be entered into, comment issued, or reason given in respect of any decision made by the Promoter.